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UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA

THE CENTER FOR INVESTIGATIVE  
 REPORTING and JENNIFER GOLLAN,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF  
 LABOR,

Defendant.

) Case No. 18-cv-02414-DMR

) **STIPULATION OF SETTLEMENT OF**  
 ) **ATTORNEYS' FEES CLAIMS**

THE CENTER FOR INVESTIGATIVE  
 REPORTING and WILL EVANS,

Plaintiffs,

v.

UNITED STATES DEPARTMENT OF  
 LABOR,

Defendant.

) Case No. 19-cv-05603-SK

Plaintiffs The Center for Investigative Reporting, Jennifer Gollan, and Will Evans (collectively  
 “Plaintiffs”) and Defendant U.S. Department of Labor (“Defendant” or “DOL”), by and through their  
 respective attorneys, hereby stipulate as follows:

STIPULATION OF SETTLEMENT

No. 18-cv-02414-DMR; No. 19-cv-05603-SK

1           1.       **Settlement Amount.** Defendant agrees to pay the sum of \$120,000 (one hundred twenty  
 2 thousand dollars) (“Settlement Amount”) to Plaintiffs in full and complete satisfaction of Plaintiffs’  
 3 claims for attorneys’ fees, costs, and litigation expenses under the Freedom of Information Act  
 4 (“FOIA”), 5 U.S.C. § 552, as amended, in the two above-captioned matters. This payment shall  
 5 constitute full and final satisfaction of any and all of Plaintiffs’ claims for attorneys’ fees, costs, and  
 6 litigation expenses in the above-captioned matters, and is inclusive of any interest.

7           2.       **Release.** Upon the execution of this Stipulation, Plaintiffs and their successors or  
 8 assigns, having received the records they requested, hereby release and forever discharge Defendant, its  
 9 successors, the United States of America, and any department, agency, or establishment of the United  
 10 States, and any officers, employees, agents, successors, or assigns of such department, agency, or  
 11 establishment, from any and all claims and causes of action that Plaintiffs assert or could have asserted  
 12 in the two above-captioned cases, or which hereafter could be asserted by reason of, or with respect to,  
 13 or in connection with, or which arise out of, the FOIA requests on which these actions are based,  
 14 including but not limited to, all past, present, or future claims for attorneys’ fees, costs, or litigation  
 15 expenses in connection with the above-captioned cases.

16           3.       **Waiver of California Civil Code § 1542.** The provisions of California Civil Code  
 17 Section 1542 are set forth below:

18                   “A general release does not extend to claims that the creditor or releasing party does not  
 19 know or suspect to exist in his or her favor at the time of executing the release and that,  
 20 if known by him or her, would have materially affected his or her settlement with the  
 debtor or released party.”

21 Plaintiffs, having been apprised of the statutory language of Civil Code Section 1542, and fully  
 22 understanding the same, nevertheless elect to waive the benefits of any and all rights they may have  
 23 pursuant to the provision of that statute and any similar provision of federal law. Plaintiff understand  
 24 that, if the facts concerning any injuries, liability for damages pertaining thereto, or liability for  
 25 attorneys’ fees, costs or litigation expenses are found hereafter to be other than or different than the facts  
 26 now believed by it to be true, this Stipulation shall be and remain effective notwithstanding such  
 27 material difference.

28           4.       **Dismissal of Action.** Execution of this Stipulation and its approval by the Court shall

1 constitute dismissal of these cases with prejudice pursuant to Federal Rule of Civil Procedure 41(a).

2       5.     **No Admission of Liability.** The parties acknowledge that this Stipulation is entered into  
3 solely for the purpose of settling and compromising any remaining claims in these actions without  
4 further litigation, and it shall not be construed as evidence or as an admission of liability or fault on the  
5 part of Defendant, the United States, its agents, servants, or employees regarding any issue of law or  
6 fact, or regarding the truth or validity of any allegation or claim raised in these actions, or as evidence or  
7 as an admission by Defendant regarding Plaintiffs' eligibility or entitlement to attorneys' fees, costs, or  
8 other litigation expenses under FOIA. This Stipulation shall not be used in any manner to establish  
9 liability for fees or costs in any other case or proceeding involving Defendant.

10       6.     **Payment by Electronic Funds Transfer.** Payment of the Settlement Amount shall be  
11 deposited by electronic fund transfer to the bank account designated by Plaintiffs' counsel after receipt  
12 of necessary information from Plaintiffs. Plaintiffs' attorney agrees to provide information necessary to  
13 effect the electronic fund transfer to the specified bank account. Defendant will make all reasonable  
14 efforts to make payment within thirty (30) days of the Effective Date of this Stipulation but cannot  
15 guarantee payment within that time frame.

16       7.     **Successors and Assigns.** This Stipulation is binding upon and inures to the benefit of the  
17 parties hereto and their respective successors and assigns.

18       8.     **Authority.** The persons signing this Stipulation warrant and represent that they possess  
19 full authority to execute this Agreement and to bind the persons on whose behalf they are signing to the  
20 terms of the Stipulation.

21       9.     **Tax Liability.** If any withholding or income tax liability is imposed upon Plaintiffs or  
22 Plaintiffs' counsel based on payment of the Settlement Amount, Plaintiffs or Plaintiffs' counsel shall be  
23 solely responsible for paying any such determined liability from any government agency. Nothing in  
24 this Agreement constitutes an agreement by Defendant or the United States of America concerning the  
25 characterization of the Settlement Amount for the purposes of the Internal Revenue Code, Title 26 of the  
26 United States Code.

27       10.    **Enforcement Sole Remedy.** The parties agree that should any dispute arise with respect  
28 to the implementation of the terms of this Stipulation, neither Plaintiffs nor Defendant shall seek to

1 rescind the Agreement and seek to litigate any causes of action or defenses. The sole remedy in such a  
2 dispute is an action to enforce the Stipulation in the United States District Court for the Northern District  
3 of California.

4 11. **Construction.** Each party hereby stipulates that it has been represented by and has relied  
5 upon independent counsel in the negotiations for the preparation of this Stipulation, that it has had the  
6 contents of the Stipulation fully explained to it by such counsel, and that it is fully aware of and  
7 understands all of the terms of the Stipulation and the legal consequences thereof. For purposes of  
8 construction, this Stipulation shall be deemed to have been drafted by all parties to this Stipulation and  
9 shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

10 12. **Severability.** If any provision of this Agreement shall be held invalid, illegal, or  
11 unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way  
12 be affected or impaired thereby.

13 13. **Integration.** This Stipulation shall constitute the entire agreement between the parties,  
14 and it is expressly understood and agreed that this Stipulation has been freely and voluntarily entered  
15 into by the parties hereto. The parties further acknowledge that no warranties or representations have  
16 been made on any subject other than as set forth in this Stipulation.

17 14. **Alterations in Writing.** This Stipulation may not be altered, modified, or otherwise  
18 changed in any respect except in writing, duly executed by all of the parties or their authorized  
19 representatives.

20 15. **Execution and Effective Date.** This Stipulation may be executed electronically and/or  
21 in several counterparts, with a separate signature for each party. All such counterparts and signature  
22 pages, together, shall be deemed to be one document. This Stipulation is effective on the date by which  
23 all parties have executed the Stipulation.

24 16. **Attestation Pursuant to Civil Local Rule 5-1(i)(3).** In compliance with Civil Local  
25 Rule 5-1(i)(3), the filer of this Stipulation attests under penalty of perjury that each signatory has  
26 concurred in the filing of this document.

27 **IT IS SO STIPULATED.**

1 DATED: October 1, 2020

DAVID L. ANDERSON

2 United States Attorney

3 /s/ Pamela T. Johann

4 PAMELA T. JOHANN

Assistant United States Attorney

5 Attorneys for Defendant U.S.  
6 Department of Labor

7 DATED: October 1, 2020

THE CENTER FOR INVESTIGATIVE  
8 REPORTING

9 /s/ D. Victoria Baranetsky

D. VICTORIA BARANETSKY

10 Attorneys for Plaintiffs The Center  
11 for Investigative Reporting, Jennifer  
12 Gollan, and Will Evans

13 PURSUANT TO STIPULATION IT IS SO ORDERED.

14 Dated: Oct. 2, 2020

15 HON. DONNA M. RYU

16 United States Magistrate Judge

